

## Exhibit 3



**GARBARINI FITZGERALD P.C.**

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**SUBJECT TO FRE 408 – NOTICE OF LITIGATION  
DEMAND TO CEASE AND DESIST**

May 30, 2020

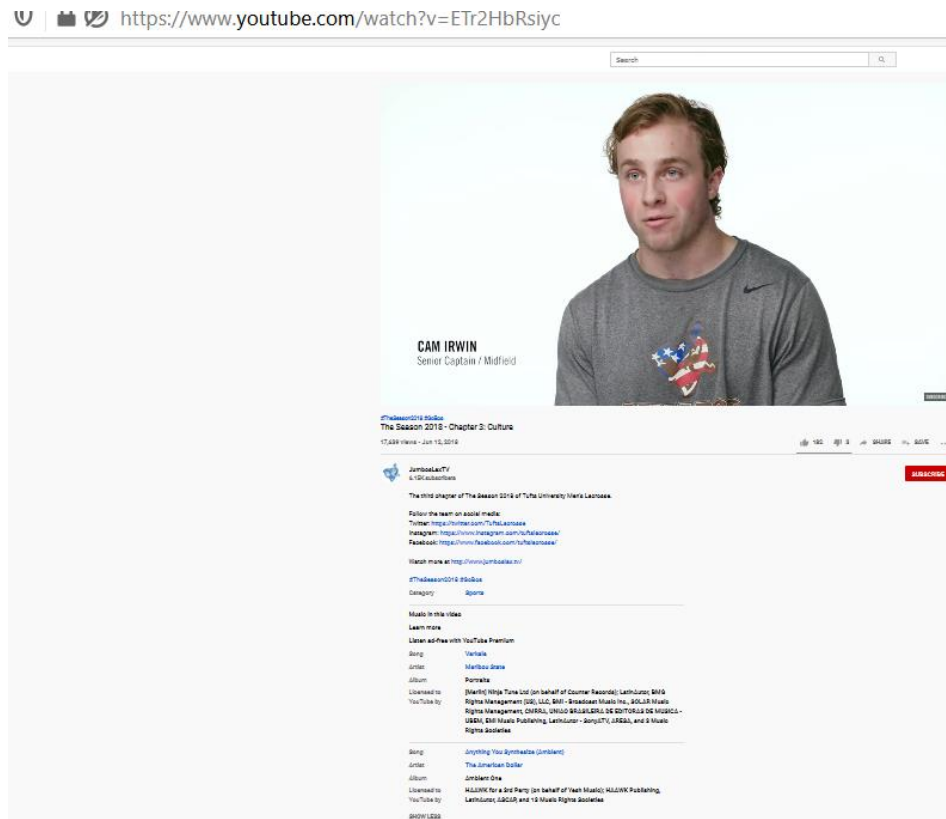
VIA EMAIL to < menslacrosse@tufts.edu >; < administration@tufts.edu >  
and FIRST-CLASS MAIL

Tufts University  
419 Boston Ave.  
Medford, MA 02155

Re: Yesh Music, LLC adv. Tufts University (“Tufts”)

Infringer:

I represent Yesh Music, LLC, the beneficial owner of all rights to the copyrighted recording and composition: *Anything You Synthesize (Ambient)* - U.S. Copyright Registration No. SR 713-314 (the “Copyrighted Recording”). TUFTS caused to be produced a video advertisement titled “*The Season 2018 - Chapter 3: Culture*” which synchronized the Copyrighted Recording without license or authority (the “Infringing Advertisement”). TUFTS then distributed the Infringing Advertisement to Google through YouTube to be stored on Google’s servers and publicly displayed the Infringing Advertisement on YouTube by posting it to the Tufts Men’s Lacrosse YouTube page. See <<https://www.youtube.com/watch?v=ETr2HbRsiyc>>.



The above screenshot clearly shows Tufts received prior notice of its infringement of the Copyrighted Recording and elected to continue to infringe. TUFTS was sent a further Notice of Infringement by email to < contact@TUFTS.com > on April 8, 2020 (the “Second Notice”). TUFTS elected to ignore the Second Notice and continue to infringe.

TUFTS never contacted my client for a license but elected to blatantly infringe my client’s exclusive rights, as set forth in 17 U.S.C. § 106 and elsewhere, to copy, synchronize, distribute, and publicly display the Copyrighted Recording. This is a clear infringement of my client’s rights, and TUFTS’s actions easily satisfy the “reckless disregard” standard for enhanced damages as set forth in 17 U.S.C. § 504(c). Tuft’s continued infringement after notice rises to the level of intentional infringement.

TUFTS also removed all of the copyright management information (“CMI”) from the Copyrighted Recording and failed to make any attribution. This was obviously done to conceal TUFTS’s infringement and made it nearly impossible to find the Infringing Advertisement. When my client did finally discover the Infringing Advertisement on or about April 8, 2020, they immediately sent a notice there was no license to TUFTS. In addition to the easily enforceable claims of infringement, TUFTS violated the Digital Millennium Copyright Act, 17 U.S.C. § 1202 (b)(1-3).

If Tufts has any interest in a pre-litigation settlement, you must immediately cease and desist and contact me at rgarbarini@garbarinilaw.com or at 212.300.5358. In the event I file an action, settlement will be far more problematic. In the interim, Tufts must preserve all documents, including emails and webpages, in their original condition, concerning this matter. Failure to do so may result in a spoliation instruction to the jury at the trial of this action.

GARBARINI FITZGERALD P.C.

By: Richard M. Garbarini  
Richard M. Garbarini